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**Contract Database Metadata Elements**

Title: **Barker Central School District and Barker Central School Central Services Association (1995)**

Employer Name: **Barker Central School District**

Union: **Barker Central School Central Services Association**

Local:

Effective Date: **07/01/95**

Expiration Date: **06/30/98**

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Barker Central School District And  
Barker Central Services Association

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CONTRACT BETWEEN  
THE  
BARKER CENTRAL SCHOOL DISTRICT  
SUPERINTENDENT OF SCHOOLS  
AND THE  
BARKER CENTRAL SCHOOL  
CENTRAL SERVICES ASSOCIATION

July 1, 1995 to June 30, 1998

NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED

FEB 05 1998

CONCILIATION

## ARTICLE I

### RECOGNITION

- 1.1 Whereas, the Barker Central School District Board of Education, having determined that the Barker Central Services Association is supported by a majority of the cleaners and custodians, hereby recognizes the Barker Central Services Association as the sole and exclusive representative for the purpose of collective negotiations for all full-time regularly employed employees as follows:

Included: Cleaner	General Repair Person
Head Custodian	Grounds Person
Custodian	Laundress

Excluded: Director of School Facilities and Operations  
All other employees

- 1.2 The Barker Central Services Association does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.

- 1.3 This recognition shall remain in effect for the period as provided for by law. Either party may act to modify this recognition in accordance with the law.

- 1.4 Definitions

- 1.4.1 "District" means the Barker Central School District and is intended to refer to it as an employing entity. It applies to all persons (e.g., the Superintendent/Chief Executive Officer, Administrators, Supervisors) properly authorized to act on behalf of the Barker Central School District.

- 1.4.2 "Association" means the Barker Central Services Association.

- 1.4.3 "Employee" means a person incumbent in a position included in the unit described in Section One of this article.

- 1.4.4 "Contract" means this Contract, all Appendices referred to in this Contract, and all amendments in this Contract.

## ARTICLE II

### BOARD RIGHTS

- 2.1 The District reserves and retains solely and exclusively all of its apparent rights to manage the District as such rights existed prior to the execution date of this Contract, except to the extent that they are modified by express provisions of this Contract or are contrary to law. The sole and exclusive rights of the District include, but are not limited to:
- A. Its right to establish, continue, change or abolish any or all of the Districts' policies, practices, rules, regulations and procedures as they determine the number, location, hours and types of its operations;
  - B. to establish or discontinue programs or work as shall be performed by employees covered by this Contract;
  - C. to determine to what extent the required work shall be performed by employees covered by this Contract;
  - D. to determine the number, classification and duties of employees;
  - E. to determine the necessity for filling a vacancy;
  - F. to determine the methods, processes, equipment and materials to be used in District operations;
  - G. to judge the efficiency and competency of employees;
  - H. to establish and maintain a job evaluation program;
  - I. to establish and change work assignments;
  - J. to select, hire, direct, transfer and promote employees;
  - K. to lay off employees because of the lack of work or for budgetary reasons;
  - L. to establish, change and enforce rules for the conduct of employees, and to discipline and discharge employees.

- 2.2 Anything which this Contract requires or permits the Superintendent to do may be done by a person designated by the Superintendent to act on his/her behalf. Anything which this Contract requires or permits the Administration or Supervisor to do, may be done by a person designated by the Administration or Supervisor to act on its or his/her behalf.

### ARTICLE III

#### EMPLOYEE CONDUCT

- 3.1 All employees are expected at all times, to conduct themselves in a courteous, friendly, and businesslike manner, remembering that they are representing Barker Central School.
- 3.2 Discipline for employee misconduct shall in most cases be progressive in nature and shall include, but not be limited to, administrative reprimand, suspension without pay and/or dismissal.

### ARTICLE IV

#### WORK YEAR AND WORK HOURS

- 4.1 The work day for all employees shall be eight hours exclusive of a 30 minute meal period.
- 4.2 Anyone in any position less than full time shall be considered hourly and paid on a hourly rate of salary.
- 4.3 The period of employment for 12 month employees shall be July 1 through June 30.
- 4.4 The period of employment for the laundress shall be the Teachers' Calendar as established by the Board of Education each year.

## ARTICLE V

### PHYSICAL EXAMINATIONS

- 5.1 At anytime the Board may require a partial or complete medical or psychological examination by a doctor, psychologist or psychiatrist of its choice. Examinations performed by a school doctor will be paid for by the Board.

## ARTICLE VI

### PAID HOLIDAYS

- 6.1 Twelve (12) month employees shall be granted the following holidays with full pay:

- |                                   |   |
|-----------------------------------|---|
| A. New Year's Day                 | M. Tuesday if Christmas falls on <u>Monday</u> ,  |
| B. Martin Luther King Day         | Monday if Christmas falls on <u>Tuesday</u> ,     |
| C. Patriot's Day                  | Thursday if Christmas falls on <u>Wednesday</u> , |
| D. Good Friday                    | Friday if Christmas falls on <u>Thursday</u> ,    |
| E. Memorial Day                   | Thursday if Christmas falls on <u>Friday</u> .    |
| F. Fourth of July                 | N. Monday if New Years falls on <u>Tuesday</u> ,  |
| G. Labor Day                      | Friday if New Years falls on <u>Thursday</u> .    |
| H. Columbus Day                   |   |
| I. Veteran's Day                  |   |
| J. Thanksgiving Day               |   |
| K. The day following Thanksgiving |   |
| L. Christmas Day                  |   |

- O. For employees regularly scheduled to work Monday through Friday:

When a paid holiday falls on a Saturday, the Friday immediately preceding the holiday will be observed as an employee holiday unless school is in session. When a paid holiday falls on a Sunday, the Monday immediately following the holiday shall be observed as an employee holiday unless school is in session.

For employees regularly scheduled to work week-end shifts:

When a paid holiday falls on a Saturday or Sunday, the actual holiday will be observed as an employee holiday. When a paid holiday falls on a regularly scheduled day off, an employee holiday will be observed immediately preceding or succeeding the regular days off and will be scheduled with the Director of Facilities and Operations.

In no case will any twelve (12) month employee received more paid holidays than any other twelve (12) month employee.

6.2 The Laundress shall receive the following paid holidays:

- A. Labor Day
- B. Columbus Day
- C. Veterans' Day
- D. Thanksgiving
- E. Day after Thanksgiving
- F. Christmas Day
- G. Martin Luther King Day
- H. Patriots' Day
- I. Good Friday
- J. Memorial Day

## ARTICLE VII

### Leaves of Absence

7.1 A minimum of twenty-four (24) hours notice is required for leaves of absence except in the case of personal or family illness leave where notice should be filed as soon as possible. The employee is responsible to give said notice to the Director of Facilities and Operations. Failure to give said notice shall result in a day's salary deduction.

7.2 Personal Sick Leave

7.2.1 Each twelve (12) month unit member shall be entitled to twelve (12) days of sick leave per year, the entire amount of such leave to be credited on July 1st of each year. Unused personal sick leave shall be accumulated to a maximum of one hundred ninety-two (192) days for twelve-month employees.

7.2.2 Each ten (10) month unit member shall be entitled to ten (10) days of sick leave per year, the entire amount of such leave to be credited on July 1st of each year. Unused personal sick leave shall be accumulated to a maximum of one hundred fifty (150) days.

7.3 Family Sick Leave

A total of six (6) days per year for twelve (12) month employees and 5 days per year for 10 month employees shall be allowed and deducted from the annual personal sick leave allowance for serious illness in the immediate family (spouse, parents, children or any permanent resident of the employee's household.)

7.4 Personal Leave

Each unit member shall be granted two (2) days of personal leave per year. The reasons for these days shall be declared on a form provided by the District. Unused personal leave days shall be credited to accumulated sick leave on each July 1st.

7.5 Bereavement Leave

During each contract year, each group member shall be allowed bereavement leave as follows:

7.5.1 One (1) day of absence shall be allowed for the purpose of attending the funeral of any person regardless of relationship.

7.5.2 Five (5) days for bereavement leave shall be allowed twelve (12) month employees and four (4) days bereavement leave shall be allowed ten (10) month employees in the event of the death of a group member's spouse, child, parent, spouse's parent, brother, sister, brother-in-law, sister-in-law, grandchild, grandparent, or spouse's grandparent, or any person who is a permanent member of the group member's household.

7.5.3 Bereavement leave shall be deducted from the accumulated personal sick leave.



## ARTICLE VIII

### PAID VACATIONS

- 8.1.1 Bargaining unit members who work on a twelve (12) month full-time basis shall earn annual vacation according to the following schedule:
- Greater than one (1) but less than, or equal to,  
eight (8) years of continuous service with the  
District 10 vacation days
- Greater than eight (8) but less than, or equal to  
sixteen, (16) years of continuous service with the  
District 15 vacation days
- Greater than sixteen (16) years of continuous  
service with the District 20 vacation days
- (At the beginning of the 1997-98 school year, the  
16 year limit changes to 15 years).
- 8.1.2 Vacation entitlement will be prorated during the period after the anniversary of one (1) year of employment and prior to the subsequent July 1st at the rate of ten (10) days per twelve (12) months. Vacation entitlement thereafter will coincide with the school year, commencing July 1 and ending June 30.
- 8.1.3 When a paid holiday falls within a vacation period, the day shall not be deducted from vacation time.
- 8.1.4 Vacations must be approved by the Director of School Facilities and Operations at least two (2) weeks prior to the date of vacation. The number of employees allowed to be on vacation at one time will be limited according to time of year and work load.
- 8.1.5 Unused vacation shall not be cumulative from one year to the next.

## ARTICLE IX

### BENEFITS

#### 9.1 Health Insurance

The School District shall pay one hundred (100%) percent of the cost of health insurance for full-time employees for either an individual contract or a family contract, depending upon which is appropriate. Proof shall be supplied by the employee to the Business Office that double coverage does not exist. If the District determines that double coverage does exist, the employee will be billed for either an individual contract or a family contract whichever is appropriate.

The District will reimburse employees through the Flex Benefits Plan as follows:

- a) After the first \$100 deductible for single employees the District will reimburse up to the second \$100.
- b) After the first \$200 deductible for family plans, the District will reimburse up to the second \$200.
- c) The District will reimburse co-payments up to \$1,000 for single plans and \$2,000 for family plans.

#### 9.2 Retirement Benefit

The unit member who retires may convert accumulated sick leave toward the payment of health insurance premiums of a single coverage contract under the District's health insurance program. Ten accumulated sick days may be converted to one year of health insurance, to a maximum of ten years.

In order to be eligible, members must be eligible to retire under the New York State Employees' Retirement System and must be retiring from the Barker Central School System. Such coverage shall continue until the accumulated conversion days are exhausted or until the time at which the member is eligible for Medicare benefits, whichever comes first. Unit members who leave the Barker Central School District prior to obtaining eligibility age for the New York State Employee's Retirement System will not be eligible for any conversion of accumulated sick leave.

Tuition Credit

Tuition will be paid for courses completed at an accredited college or university. Such payment will be made for the "tuition" of courses and does not include travel, lodging, fees, books, etc. Maximum payment will be at the rate per hour set by SUNY but will not exceed \$110 per credit hour. Such courses shall be directly related to current job descriptions or the job description of the next highest level of job responsibility (i.e., cleaner to repair person). Payment will be made upon successful completion of the course and receipt of the grade report and verification of payment from the attending college or university. Recommendation by the Director of Facilities and prior approval of the Superintendent is required.

ARTICLE XUNSCHEDULED SCHOOL CLOSINGS

Central services staff are required to report to work when school is officially closed on emergency days. Employees who are unable to report may apply to make up the day(s) during the same week or take a vacation day(s).

ARTICLE XI

SALARY SCHEDULES

11.1 The salary schedules are as follows:

CLEANERS AND GROUNDSPERSONS SALARY SCHEDULE			
	1995-96	1996-97	1997-98
Step 1	\$18,492	\$19,470	\$20,480
Step 2	\$18,492	\$19,470	\$20,480
Step 3	\$19,396	\$19,470	\$20,480
Step 4		\$20,078	\$20,480
Step 5	\$22,258		\$20,780
Step 6		\$23,812	
Step 7			\$25,386
Step 8			
Step 9			
Step 10	\$25,747	\$26,429	\$27,131

CUSTODIAN SALARY SCHEDULE			
	1995-96	1996-97	1997-98
Step 1	\$19,565	\$20,543	\$21,553
Step 2	\$19,565	\$20,543	\$21,553
Step 3		\$20,543	\$21,553
Step 4			\$21,553
Step 5			\$21,553
Step 6			\$23,216
Step 7			\$24,879
Step 8			\$26,542
Step 9			\$28,205
Step 10	\$28,485	\$29,167	\$29,869

MAINTENANCE SALARY SCHEDULE			
	1995-96	1996-97	1997-98
Step 1	\$20,343	\$21,025	\$21,727
Step 2	\$20,343	\$21,025	\$21,727
Step 3		\$21,025	\$21,727
Step 4			\$21,727
Step 5			
Step 6			
Step 7			
Step 8			
Step 9			
Step 10	\$30,674	\$31,368	\$32,058

The District reserves the right to hire at any wage above entry level salaries.

11.2 Advancement on the salary schedule shall take place on July 1 of each year.

11.3 Nonscheduled Salaries

	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
Head Custodian	\$29,075	\$29,757	\$30,459
Laundress *	13,783	14,298	14,828

\*(Based on 197 days at 8 hours per day).

11.4 Pay For Temporary Assignment

Custodians, cleaners and grounds persons, who temporarily fill a position covered by this Contract on a continuous basis, shall, after twenty (20) consecutive days in said position, receive 100% of the difference between the highest step of the pay scale of the position held and the position to which they are advancing in addition to their contractual base pay.

Subsequent occurrences of temporary assignment of twenty (20) consecutive days or more, within twenty-four (24) months of the termination of the preceding temporary assignment, shall be compensated retroactively to day one at 100% of the difference between the highest step of the pay scale of the position held and the position to which they are advancing.

This clause (11.5) <sup>4 full</sup> shall apply only to long-term temporary assignments of at least twenty (20) consecutive days due to injury, illness or vacancy in the position to which they are advancing.

11.5 Pay for Emergency/Overtime Work

Repair persons shall be paid one (1) hour call-in for emergencies beyond the regularly scheduled work day and/or scheduled holiday. The rate for this payment shall be the regular hourly rate for persons called. No more than one call-in per twenty-four (24) hour period for the same work shall be recognized.

All other regular, full-time employees shall be paid time and one-half for overtime hours beyond the regularly scheduled work day and/or scheduled holidays.

Hours calculated for overtime work will include hours ordinarily paid for sick, holiday and vacation days.

11.6 Pay for Holiday Work

Work performed on a paid holiday shall be paid at the rate of time and one-half for hours worked plus regular holiday pay.

ARTICLE XII

12.1 Legislative Approval

It is agreed by and between the parties that any provision of this Contract requiring legislative action to permit its implementation by amendment of law or by appropriate legislative body has given approval.

12.2

Saving Provision

If at any time during the life of this Contract, any term or provision of this Contract is in conflict with any federal or state law, such term or provision is originally embodied in this Contract shall be restored in full force and effect through negotiations designated solely for this purpose. If any term or provision of this Contract is, or becomes invalid or unenforceable, such invalidity or unenforceability shall not effect or impair another term or provision of this Contract.

12.3

Complete Contract

This contract incorporates the entire understanding of both parties on all issues which have been discussed during these negotiations. Therefore, both parties agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this contract, unless expressly and mutually agreed to otherwise.

BARKER CENTRAL SCHOOL DISTRICT

SUPERINTENDENT OF SCHOOLS

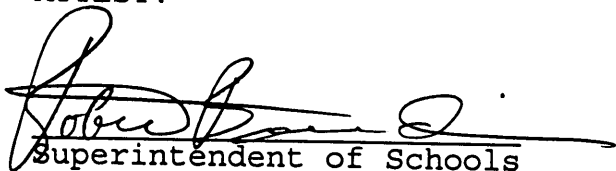
AND

BARKER CENTRAL SCHOOL CENTRAL SERVICES ASSOCIATION

This Contract made and entered into this 17th day of February, 1995, by and between the Superintendent of Schools, upon authorization from the Board of Education and the Barker Central Services Association. This Contract shall remain in full force and effect until the 30th day of June, 1998.

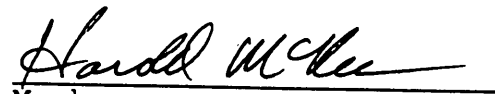
IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives on the day and year first above written.

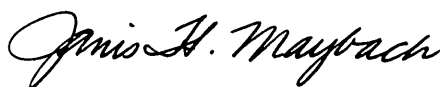
ATTEST:

  
Superintendent of Schools

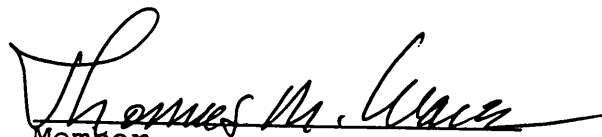
3/9/95

  
Member,  
Negotiating Committee

  
Member,  
Negotiating Committee



JANIS H. MAYBACH  
Notary Public, State of New York  
No. 4866288  
Qualified in Niagara County  
My Commission Expires August 4, 1996

  
Member,  
Negotiating Committee